

THIS BOOK DOES
NOT CIRCULATE

CONTRACT

This agreement made the 1st day of January, in the year of Our Lord One Thousand Nine Hundred and Seventy Six, between the City of Long Branch, a municipal corporation of the State of New Jersey and the New Jersey State Firemen's Mutual Benevolent Association Local Number 68.

WHEREAS, the Mayor and the Business Administrator of the City of Long Branch have negotiated with the New Jersey State Firemen's Mutual Benevolent Association Local Number 68 for a one year contract between the City of Long Branch and paid firemen of the City of Long Branch Fire Department, commencing January 1, 1976, and

WHEREAS, the proposed contract negotiated between the Mayor and the Business Administrator and the New Jersey State Firemen's Mutual Benevolent Association Local Number 68 has been approved by the City Council of the City of Long Branch pursuant to a resolution adopted

NOW, THEREFORE, the parties involved do agree as follows:

1. The annual base salary for 1976 for each of the classifications shown shall be as follows:

Probationary Fireman (for entire first year) . . .	\$9,500.00
Second-Year Fireman	\$11,287.00
Third-Year Fireman	\$11,825.00
Fourth-Year Fireman	\$12,362.00
Fireman, maximum	\$13,760.00
Supervisor of Fire Drivers	\$16,125.00

The stated salaries shall be retroactive to January 1, 1976, as all other provisions of this Agreement.

2. The basic work week for all of the aforesaid firemen shall be, regardless of rank, 60 hours per week.

3. Major medical and Blue Cross-Blue Shield coverage under the State Health Plan shall be provided for each of the firemen covered by this Contract.

4. Firemen covered under this contract shall receive in

lieu of holidays 12 days pay to be paid to them on November 30 of each year in one lump sum. Should the Federal Government declare another holiday or holidays, same shall be added to the twelve (12) present holidays.

5. There shall be a longevity plan in effect in regard to the firemen serving under this contract, which longevity plan shall provide that every five years a \$200.00 increment shall be added to the pay received by the said firemen. This increment of longevity shall not be included in computations of payment for overtime which computations shall be based solely on the base pay provided for in this contract. Under the longevity plan, there shall be a longevity salary increase of \$200.00 after five years of employment, an additional \$200.00 after ten years of employment, an additional \$200.00 after fifteen years of employment, an additional \$200.00 after twenty years of employment, and an additional \$200.00 after twenty-five years of employment.

6. The provisions as to salary provided for in this contract shall be retroactive to January 1, 1976.

7. Longevity payments shall not be included in the base pay provided for in this contract for purposes of computing overtime. Overtime shall be computed solely on the basis of the base pay set forth in this contract.

8. Clothing damaged will be replaced as needed. Safety shoes shall be included in the basic uniform.

9. Outside Employment. It is understood that full time employees shall consider their positions on the force as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his duties for the City of Long Branch. Employees seeking any outside employment activity must first receive permission of the Director of Public

Safety before accepting same.

Every employee planning to be engaged in outside employment whether or not he will be wearing his fire uniform, shall first submit, in writing, the name or names of his prospective outside employer to his commanding officer who will then transmit the information to the Director of Public Safety.

10. It is agreed that the City may exercise the right to control working hours, working period, and outside employment as related to the Fair Labor Standards Act notwithstanding the conditions of this Agreement.

11. Check-Off. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Employer agrees to deduct membership dues (and initiation fees where applicable) in such amounts as shall be fixed by the by-laws and/or the Constitution of the Union during the term of this Agreement. The Employer shall promptly remit monthly, any and all amounts so deducted with a list of such deductions, to the Secretary-Treasurer of the Union.

Authorization to the Employer to deduct dues and fees shall be signed by the individual Employee.

No changes or additions or deletions shall be made within the calendar year.

The City must receive all authorizations for deductions and/or changes prior to December 1, of the year preceding the deductions and/or changes.

12. Step I. Any supervisory or non-supervisory employee having a grievance which cannot be resolved with his immediate supervisor may request a hearing before his department head. A written petition stating the nature of the grievance must be presented.

Step II. If the grievance is not settled to the satisfaction of the employee in Step I, he may request a hearing before the Chief Administrative Officer. Petition must be made within 72 hours following the hearing in Step I. The decision of the Chief Administrative Officer with respect to the grievance shall be final.

The above contract terms are in no way intended to circumvent or replace Civil Service Rules of the State of New Jersey as related to municipalities, other Federal and State laws and City Ordinances.

This Contract is subject to passage of required salary and other ordinances of the City of Long Branch.

IN WITNESS WHEREOF, the City of Long Branch has caused this instrument to be signed by its Mayor and attested to by its City Clerk, and the New Jersey State Firemen's Mutual Benevolent Association Local Number 68 has caused these presents to be signed by its proper representative, the day and year first above mentioned

This contract is subject to approval by the Internal Revenue Service and any other Federal Agency having jurisdiction thereof.

ATTEST:

CITY OF LONG BRANCH

JENNIE C. DEFAZIO, City Clerk

BY: Henry B. Cioffi
HENRY B. CIOFFI, Mayor

ATTEST:

NEW JERSEY STATE FIREMEN'S
MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 68

Thomas H. McElhannon

BY: Thomas H. McElhannon Delegate

RESOLUTION

WHEREAS, the Business Administrator and Mayor have negotiated with the Mutual Benevolent Association, Local Number 68 in regard to salaries and other aspects of employment for the year 1976, and have recommended to the City Council the adoption of an agreement effectuating salary increases and other terms of employment,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that it hereby approves the annexed contract between the City of Long Branch and the Mutual Benevolent Association Local Number 68, retroactive to January 1, 1976, including provisions as follows:

1. The annual base salary for 1976 for each of the classifications shown shall be as follows:

Probationary Fireman (for entire first year).....	\$ 9,500.00
Second-Year Fireman.....	\$11,287.00
Third-Year Fireman.....	\$11,825.00
Fourth-Year Fireman.....	\$12,362.50
Fireman, Maximum.....	\$13,760.00
Supervisor of Fire Drivers.....	\$16,125.00

The stated salaries shall be retroactive to January 1, 1976 as all other provisions of this Agreement.

2. The basic work week for all of the aforesaid firemen shall be, regardless of rank, 60 hours per week.

3. Major medical and Blue Cross-Blue Shield coverage under the State Health Plan shall be provided for each of the firemen covered by this Contract.

4. Firemen covered under this contract shall receive in lieu of holidays 12 days pay to be paid to them on November 30th of each year in one lump sum. Should the Federal Government declare another holiday or holidays same shall be added to the twelve (12) present holidays.

5. There shall be a longevity plan in effect in regard to the firemen serving under this contract which, longevity plan shall provide that every five years a \$200.00 increment shall be added to the pay received by the said firemen. This increment of longevity shall be included in computations of payment for overtime. Under the longevity plan, there shall be a longevity salary increase of \$200.00 after five years of employment, an additional \$200.00 after ten years of employment, an additional \$200.00 after fifteen years of employment, and additional \$200.00 after twenty years of employment, and an additional \$200.00 after twenty-five years of employment.

6. The provisions as to salary provided for in this contract shall be retroactive to January 1, 1976.

7. Longevity payments shall be included in the base pay provided for in this contract for purposes of computing overtime. Overtime shall be computed solely on the basis of the base pay set forth in this contract.

8. Clothing damaged will be replaced as needed. Safety shoes shall be included in the basic uniform.

9. Outside Employment. It is understood that full time employees shall consider their positions on the force as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his duties for the

supervisor may request a hearing before his department head. A written petition stating the nature of the grievance must be presented.

Step II. If the grievance is not settled to the satisfaction of the employee in Step I, he may request a hearing before the Chief Administrative Officer. Petition must be made within 72 hours following the hearing in Step I. The decision of the Chief Administrative Officer with respect to the grievance shall be final.

The above contract terms are in no way intended to circumvent or replace Civil Service Rules of the State of New Jersey as related to municipalities, other Federal and State laws and City Ordinances.

This Contract is subject to passage of required salary and other ordinances by the City of Long Branch.

This Contract is subject to approval by the Internal Revenue Service and any other Federal Agency having jurisdiction thereof.

Adopted. Roll Call. Ayes 5.

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, JENNIE C. DEFAZIO, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF Resolution (PASSED ADOPTED) BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 22, 1976

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 24 DAY OF MARCH, 19 76

Jennie C. DeFazio
JENNIE C. DEFAZIO
CITY CLERK

